

## **REQUEST FOR PROPOSALS**

### **LONG-TERM OPERATOR LEASE MUNICIPAL RIVER TERMINAL**

**2-10 Warren Street  
St. Louis, MO 63102**

### **CITY OF SAINT LOUIS PORT AUTHORITY SAINT LOUIS, MISSOURI**

**[www.stlouisportauthority.org](http://www.stlouisportauthority.org)**

**November 13, 2014**

#### **1.0 Introduction**

This Request for Proposals (“RFP”) is issued by the City of St. Louis Port Authority (the “Authority”) to seek competitive, detailed proposals for a long-term operator Lease (the “Lease”) at the City’s Municipal River Terminal (“MRT”), located at river mile 181.5-181.7 (AOR) on the right descending bank of the Mississippi River. The attached Exhibit A, an aerial looking south toward the Arch, shows the MRT and its environs. The Lease shall provide that the entity identified in the successful Proposal shall improve, operate, and maintain the MRT.

Under the \$19.8M South Dock Reconstruction project, the Authority rebuilt the MRT’s dock to create a continuous 2000’ dock in 2013 (see Exhibit B). The Authority anticipates Lessee will continue this effort to make the MRT a first class, premier facility. The Authority will encourage the Lessee to avail itself of Lessee’s national and international customers to help connect the MRT to the global marketplace.

The next Lease will cover 27 acres at the MRT, which includes 4300’ of shoreline and attendant mooring rights. Fleeting may be an option along some of the unfinished embankment and Lessee will have access to an additional 13 acres of roadbed along the western side of the yard immediately adjacent to the flood wall.

In addition, the #5 Clinton Street warehouse, located next to the flood wall across from the south yard, is available to the Lessee for a separate, up-to-25-year lease. A former steel plant, it comprises approximately 155,000 SF of high and low bay space with overhead cranes (see Exhibit C), a suite of offices, a rail spur into the building, and exterior parking.

Proposals shall follow the guidelines below and are due Tuesday, January 6, 2015. One can view the RFP, its Exhibits, and other documents on the Authority’s website.

#### **1.1 Physical Plant (see Exhibit D)**

The MRT comprises:

- The 2000' dock consists of 1330' of new construction that can support 250-ton crane loads and 670' at the north end that can support 175-ton crane loads. Dock elevation is 423.50' (zero on the St. Louis gage is 379.58'). St. Louis is the northern-most lock-and ice-free port on the Mississippi.
- About 1000' of embankment immediately north of the dock may be suitable for fleeting, RO/RO shipments, container goods, or other potential uses.
- Flood wall has two vehicular gates and a built-up road over the wall between Branch Street and the north yard (see Exhibit E). On the west side of the flood wall an asphalt road connects Branch and North Market Streets (see Exhibit F). I-70 and the new Mississippi River Bridge are less than a mile away.
- Another flood wall gate allows railcars to enter on a spur from the Terminal Railroad Association, a local switching line that connects to 6 of the Class One RR's across the bi-state area. Inside the yard tracks split into several segments with a total length of approximately 5,000' (see Exhibit G). Norfolk Southern tracks run along the west side of the floodwall as well.
- 90,000 SF South Warehouse has rail service to its loading dock, 2 vehicular entrances that can accommodate semi's, a floor slab suitable for storing steel coil, and mechanical systems overhead (sprinkler, heating, ventilation, lighting).
- Two caustic tanks can hold about 640,000 gallons apiece. Most of the piping between the dock and the tanks' pump house was removed during the South Dock Reconstruction and has not been replaced.
- Two story office/shop building has 1<sup>st</sup> floor locker/lunch rooms, 2<sup>nd</sup> floor office suite, high-bay shop, small shop, and 3 small enclosed parking bays.
- In the center yard two concrete floor slabs left from razed warehouses have been used as storage pads.
- North Warehouse is being demolished, concrete floor slab will remain.
- Open area for storage, staging of goods, etc., covers about 25 acres.
- 25' gravel road runs along east side of floodwall and is available for transit but, per the Army Corps, not storage.

Lessee may elect to reconfigure the tracks, demolish the tanks or office/shop building, or take other steps as approved by the Authority to arrange the MRT to suit Lessee's business plan.

## **1.2 Environmental Data**

In 2007-2008 two underground storage tanks near the South Dock were removed. After a final inspection, the Authority received a No-Further-Action-Required letter from the EPA.

In 2012, Professional Environmental Engineers performed an environmental assessment of the tanks/pump house and the office/shop building. Apart from some asbestos-containing materials, no significant contaminants were found. In 2014 EMA inspected the inside of the tanks to see if they had been properly cleaned out by the prior long-term operator. Their report recommended a power-wash and removal of a few bits of debris.

In 2014, URS conducted environmental Phase I and Phase II site assessments, which turned up no significant contamination.

## **2.0 Procurement Approach**

The Authority will form a Selection Committee, composed of representatives of the Authority, the Mayor, the Comptroller, and the President of the Board of Aldermen, which will recommend the most responsive Proposer(s) with which the Authority shall negotiate the next Lease. Selection will be based primarily on potential Lessee's qualifications and conceptual business plan (see Sections 5 and 10), with proposed lease rates being considered as well.

## **3.0 Lease Parameters**

The Authority anticipates a lease structured along the lines of the Term Sheet attached as Exhibit H. Other items for consideration are listed below.

### **3.1 Existing MRT Tenants**

The last long-term operator vacated the MRT on June 30, 2014. On July 1, 2014, four permits went into effect for Grossman Iron (vehicles), MiTek USA (steel coils), C&F International (steel coils), and AB-InBev (woodchips) to temporarily store and/or transload their goods and equipment. C&F's has expired and the other 3 have been extended to January 1, 2015. Lessee can choose to continue these arrangements or not, at Lessee's discretion.

### **3.2 North Dock Repair project**

Built in 1986 and extended in 1991, the North Dock portion of the 2000' bulkhead initially had a single row of rock anchors. In 2002, the Authority added an upper row of tie-backs. In 2012, in preparation for a preventative maintenance project, Manley Brothers Marine Engineers inspected all of the North Dock, including via an underwater dive survey.

The preventative maintenance project has received a \$389K MODOT grant which must be expended by June 2015. The rock anchor design engineer, Forsyth Engineering, inspected both the rock anchor and the tie back heads this month and found that the tie backs and rock anchors appear to have held up extremely well.

MODOT is now reviewing the bid documents, which, along with the engineer's report, will be posted to the Authority's website when the RFP is issued. The project calls for repairing corroded areas, welding crumpled and splitting sheet steel tips back together, adding rock anchor and tie back head protection, leveling the asphalt yard at the edge of the dock, and other items.

### **3.5 Operations Permits**

The following permits apply to the MRT:

- Operating Permit (March 1, 2014 to June 30, 2017) from MODNR Water Protection Program, Permit No. MO-0113328. Lessee may need to revise this permit to accommodate its operations.
- Operating Permit (April 22, 2014 to April 21, 2019) from MODNR Air Pollution Control, PAMS File 2008-09-071. Lessee may need to revise this permit to accommodate its operations.

- Army Corps Dredge Permit #P-2888 for up to 100K tons annually of material with associated open river disposal. Permit, in the Authority's name, is now being finalized and will apply to a 100' wide area in front of the 2000' dock for up to 10 years.

### **3.6 General Requirements**

- License: Lessee shall have a license to do business in the City of St. Louis; go to <http://www.stlouis-mo.gov/license/business-license-info/index.cfm> for further information.
- Public, General Purpose Dock: the Authority wishes to preserve the public aspect of the MRT however will leave the scheduling and any user fees up to the Lessee to enable the Lessee to best avail itself of market conditions. Lessee shall provide and furnish available terminal services to waterway users without discrimination or favoritism; rates and charges shall apply indiscriminately to those desiring to use the available facilities and services.

### **3.7 Operational Requirements**

- Lessee shall not store anything directly above existing sewers (see Exhibit I).
- Lessee shall accept the MRT in its "AS IS, WHERE IS" condition, with all faults.

### **4.0 Responses**

All responses must include one (1) original of the Proposal with original signatures and ten (10) copies, each submitted in bound 8.5"x11" format no longer than 25 pages, and one electronic copy in a PDF format. Please limit your information to the outline provided in Section 5 below. Sealed proposals shall be addressed to:

Mr. Otis Williams  
Executive Director  
St. Louis Development Corporation  
1520 Market Street, Suite 2000  
St. Louis, MO 63103

Proposals shall be submitted no later than Tuesday, January 6, 2015, 9AM central time, and must remain valid for six months. Prior to submitting a proposal, respondents may schedule individual site visits with Susan Taylor (see Section 6 below).

### **5.0 Proposal Contents**

Please provide the information requested below.

#### **5.1 Conceptual Development Plan**

Submit a Conceptual Development Plan that describes how you propose to use the MRT and any associated facilities. Include a general site layout for movement and storage of goods, the types of operations you plan to run (including fleeting, mooring, other non-dock usage), cargo types and approximate anticipated volumes, equipment needed for proposed throughput, hours of operation, and potential real property investments at the MRT. Include discussion of

your national/international cargo networks and how you will use them to drive business to the MRT.

In addition, six (6) months into the Lease, the Authority will require submittal of a Master Development Plan, which will be incorporated into the Lease. The Master Marketing and Business Development Plan will fully define agreed-upon developments, real property investments, and a marketing strategy. The Plan's real property investment program shall include project descriptions, schedules, and budgets. The goal is that at the end of the Lease, the Authority will receive a facility that will be desirable to a subsequent Lessee.

## **5.2 Financials**

- Copies of the respondent's most recent audited financial statements. Financial statements will be returned to the respondent at the conclusion of the selection process. Include report of any breach-of-contract suit from the past 5 years.
- Letter of Commitment from a lending institution, if permanent financing will be employed, for all equipment, machinery, and real property investments planned by the respondent.

## **5.3 Personnel Information Required**

- Resumes and organizational chart of those who will manage the facility; provide references and contact info for each individual.
- Approximate number of employees once the MRT is fully operational.
- Completed Respondent's Affidavit (Exhibit J).
- Completed Affidavit of Compliance (Exhibit K).
- Statement of how Respondent will comply with the Mayor's Executive Order #28 (see Section 7.0 below).

## **5.4 Summary Sheet**

Exhibit L allows respondent to summarize respondent's proposal. Within the 25 page RFP limit, respondent may elaborate as needed upon the items summarized.

## **6.0 Project Contact**

Susan Taylor

Phone: (314) 657-3740

[taylors@stlouis-mo.gov](mailto:taylors@stlouis-mo.gov)

## **7.0 M/W/DBE Participation**

Lessee shall comply with the Mayor's Executive Order No. 28 and any superseding Executive Orders relating to utilization of minority and women businesses for construction, maintenance, or purchase of supplies. Executive Order No.28 requires those contracting with the City to seek, through good-faith efforts, the involvement of minorities and women with a goal of participation of least 25% and 5%, respectively. For additional information, please visit [www.mwdbe.org](http://www.mwdbe.org).

### **8.0 Living Wage Compliance**

Lessee shall comply with “Chapter 3.99 Living Wages” of the Revised Code of the City of St. Louis (Ordinance No. 65597). Please refer to [www.slpl.lib.mo.us/ccco/code/data/t0399.htm](http://www.slpl.lib.mo.us/ccco/code/data/t0399.htm) or [www.mwdbe.org/livingwage](http://www.mwdbe.org/livingwage).

### **9.0 Unauthorized Alien Employees**

Lessee, pursuant to the provisions of Sections 285.530 of the revised Statutes of Missouri, 2013, by sworn Affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Lease, Agreement or Grant. Lessee shall sign an Affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with this Lease, Agreement or Grant pursuant to the above-stated Statutes (Exhibit K).

### **10.0 Selection Process and Criteria**

Responses will be reviewed by the Selection Committee which shall choose the successful Proposer with whom to negotiate a Lease. Evaluation of each proposal shall include, but not be limited to, an assessment of the following:

- Conceptual Plan for the MRT
- Proposer’s experience in national and global shipping
- MRT management team’s experience
- Lease payment rates
- Statement regarding Mayor’s M/WBE goals

### **11.0 Questions Regarding This RFP**

Questions may be submitted in writing via e-mail to Susan Taylor. Questions must be received no later than 4:00PM, Monday, December 29, 2014, in order for the Authority to issue a timely response if it so chooses. The Authority shall not be obligated to respond to any question. All questions and the Authority’s responses will be posted on the Authority’s website.

### **12.0 General Conditions for Submission of Qualifications**

The Authority reserves the right to reject any or all responses; to select one or more respondents; to void this RFP and the review process and/or terminate negotiations at any time; to revise any conditions and stipulations contained herein, as convenient or necessary; to further negotiate fees, rates and financial arrangements, etc; to establish further criteria for selection; to ask respondents to submit additional information or evidence of their qualifications and experience or participate in an interview; to waive informalities in the RFP process; to negotiate with successful respondents; and to reject any and/or all Proposals for any reason, in its sole discretion.

## **13.0 ADDITIONAL INFORMATION**

### **13.1 Amended Proposals**

A respondent may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Authority will not merge, collate, or assemble proposal materials.

### **13.2 Revisions of this RFP**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. There are no designated dates for release of addenda. Therefore, interested respondents should check the Authority website regularly from time of issuance of RFP through RFP deadline date. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this RFP.

### **13.3 Respondent Responsibility**

The respondent assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after proposals are opened because of a respondent's failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the respondent represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

### **13.4 Cost Liability**

Any cost incurred by the respondent in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP, including oral presentation and demonstration if required, shall be borne solely by the respondent.

### **13.5 Contents of Proposals**

With the exception of financials (see Section 5.2), all materials submitted in accordance with this RFP will become and remain the property of the Authority and will not be returned. All Proposals shall be considered public records, but may be deemed and treated as "closed" or "exempt" by the Authority, at the sole discretion of the Authority, pursuant to the Authority's understanding and interpretation of the laws of the State of Missouri. All Proposal material may be treated as open records. The Authority cannot guarantee confidentiality of any materials during the evaluation process or at any other time. Thus, Proposals and communications exchanged in response to this RFP should be assumed to be subject to public disclosure.

### **13.6 No Obligation**

This RFP in no manner obligates the Authority to enter into a lease agreement with those entities submitting proposals in response to this RFP. Progress toward this end is solely at the discretion of the Authority and may be terminated at any time prior to the signing of the Lease agreement.

### **13.7 Termination**

This RFP may be cancelled at any time and any and all proposals may be rejected, in whole or in part, when the Authority determines it is in its best interest.

#### 13.8 Governing Law

This RFP, and any contract or agreement with respondents that may result, shall be governed by the laws of the State of Missouri.

#### 13.9 Nondiscrimination

In connection with the contract resulting from this RFP, the firm agrees that in performing any services resulting from this RFP, neither he/she nor anyone under his/her control will permit discrimination against any business, employee, applicant, client or subscriber because of race, creed, color, disability, religion, sexual orientation, national ancestry, or origin.

#### 13.10 Americans with Disabilities Act (ADA)

In connection with the furnishing of services under any lease resulting from this RFP, the Lessee shall comply with all applicable requirements and provisions of the Americans with Disabilities Act.

#### 13.11 Indemnification

Each respondent, in seeking, receiving, or possessing this RFP, and/or in submitting a response, does release, indemnify, and hold the Authority and its various employees, representative and agents harmless from and against all claims and demands of any and all loss, cost, damage, or liability of whatever nature, which may be asserted against or imposed against the Authority as a result of issuing this RFP, making any revisions thereto, conducting this selection process and subsequent negotiations, and making a final recommendation, and/or entering into a contract.

#### 13.12 Conditions for Negotiation

Proposals shall remain in effect for six months and execution of a Lease shall not be contingent upon securing a specific customer or other extraordinary business arrangements.

### **14.0 Attachments**

Exhibit A: Aerial

Exhibit B: Dock-Before/After

Exhibit C: #5 Clinton Interior

Exhibit D: Physical Plant

Exhibit E: Levee Road

Exhibit F: Asphalt Lane

Exhibit G: Rail

Exhibit H: Term Sheet

Exhibit I: Sewer Locations

Exhibit J: Respondent's Affidavit

Exhibit K: Affidavit of Compliance

Exhibit L: Summary Sheet

Exhibit M: Standard Provisions